

# Terms of Use

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## Agreement to Astronergy Website Terms of Use

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## Website Statement

Astronergy reserves the right to modify, increase/decrease, cancel, suspend, interrupt or terminate the services provided by the Website (in whole or in part) at any time without informing you in advance. We take no responsible when exercising the above rights. It is your responsibility to check these TOU regularly to see if there are any changes. If you continue to use the Website after the changes are published, it means that you accept and agree to such changes.

## Limitations on Use

As long as you abide by these TOU, Astronergy grants you the personal, non-exclusive, revocable, non-transferable and limited right to access and use the Website for legal and non-commercial purposes only. During your use of the Website, you must abide by all applicable laws and regulations, this document and all relevant agreements, regulations and procedures, and follow the procedures and practices related to the use of the Internet, and the contents and services of the Website. You must not use the Website to engage in any illegal and criminal activities that endanger national security or harm social and public interests, including but not limited to splitting the country, instigating others to commit crimes, infringing on computer security systems, interfering with or confusing network services, etc. You must not use the Website to engage in any behavior that may adversely affect the normal operation of the Internet, infringe on any legitimate rights and interests of Astronergy or any other third parties, or engage in any behavior that harms the interests of Astronergy or adversely affects Astronergy.

When you access to the Website, you need to abide by the relevant regulations and terms. You are not allowed to use any automatic devices, programs, algorithms or methods to access to, acquire, copy or monitor any part or content of the Website, and you are not allowed to attempt to access to any part or function of the Website by hacking, cracking passwords or other illegal means. You should not detect, scan or test whether there are loopholes in the Website or any network connected to the Website, destroy the security or authentication measures taken for the Website or any network connected to the Website, search, track or attempt to track any other users or visitors about the Website or disclose any information. You should not take any actions that will bring unreasonable or disproportionately high load to the infrastructure of the Website or Astronergy's system or network, or to any system or network connected to this website or Astronergy. You should not forge headers or manipulate identifiers artificially in other ways to disguise the source of any information or transmission you send to Astronergy on the Website or any services provided by it, or pretend to be or represent others, or pretend to be any other person or entity.

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The availability of the products and services described on this Website, and the descriptions of such products and services, may vary in your country or region and include products and services not launched in your country or region. Please consult your local Astronergy sales representative or agent for specific products and/or services information.

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Astronergy will provide accurate information on the Website as much as possible, but will not enable full guarantee for the accuracy, completeness, omission-free and applicability of the text, pictures, data, web pages and other contents and materials in the Website. Astronergy clearly declares that it will not be responsible for the above, nor will it make any expression or implied guarantee for those materials and contents, including but not limited to the guarantee of ownership, non-infringement of the rights of third parties, quality, etc. As far as Astronergy's products or services displayed in the Website are concerned, the specifications, design, price and supply of such products or services may change from time to time, and pictures or effect demonstration diagrams may also be different from the actuality. Therefore, all products or services should be based on the actuality and subject to relevant sales contracts or terms. No guarantee or recognition is provided for any product or service information or quality under this disclaimer.

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- (2) To modify or change the Site, or any portion of the Site, and any applicable policies or terms;
- (3) To interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

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Astronergy is not responsible for any damages, losses or expenses related to the Website or any linked websites, caused by the use of the Website or any linked websites, or incurred by failure of any party to use the Website or any linked websites, any performance failure, operation or transmission errors, omissions, interruptions, loopholes, or delays, or computer viruses, line errors or system failures, even if Astronergy has been informed of the possibility of the above damages, losses or expenses in advance. Except where prohibited by law, in no event will Astronergy be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Astronergy has been advised of the possibility of such damages.

### **Compensation**

If any cause of action, claims, demands, expenses, losses, lawsuits, government investigations and/or punishments, damages and liabilities are brought by any third party against Astronergy due to or related to your use of the Website, you should try your best to defend Astronergy and agree

to compensate and hold harmless Astronergy and its senior officers, directors, shareholders, former or successor stakeholders, employees, agencies, subsidiaries and affiliates.

**Dispute Settlement and Governing Laws**

By accessing to the Website, you agree that the laws of People's Republic of China (excluding Hongkong, Macau and Taiwan Province for the purpose of this statement) will apply to all matters related to the Website, except for the provisions that conflict with laws.

Any dispute arising from this statement or the use of the Website shall be settled through negotiation. If the negotiation fails, all parties agree that the settlement of dispute shall be under the jurisdiction of the people's court with jurisdiction in Astronergy's location.

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